

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Debtors.

Chapter 11 Case No.

08-13555 (JMP)

(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

CENTERBRIDGE SPECIAL CREDIT PARTNERS, L.P.

Name of Transferee

DEUTSCHE BANK AG, LONDON BRANCH

Name of Transferor

Name and Address where notices to transferee should be sent:

Centerbridge Special Credit Partners, L.P.
Mike Epstein / Dan Boris
375 Park Avenue 13th Floor
New York, NY 10152
Phone number: 1-212-672-4499 / 1-212-672-4493
Fax number: 1-201-917-2115
E-mail address: bankdebt@centerbridge.com

Name and Address where transferee payments should be sent (if different from above):

Same as above

Court Claim # (if known): 67079

Amount of Claim: \$325,000,000.00

Amount of Claim to be transferred: \$14,062,181.29

Date Claim Filed: September 20, 2010

Name and Address of Transferor:

DEUTSCHE BANK AG, LONDON BRANCH
c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005
Attn: Rich Vichaidith
Email: richard.vichaidith@db.com

****PLEASE SEE ATTACHED DOCUMENTS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

CCP Credit Acquisition Holdings, LLC

By:


Name/Title: Richard Grissinger Authorized Signatory

Date: March 17, 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EXHIBIT A

Proof of Claim

United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor 08-13555

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Swedbank AB, New York Branch
One Penn Plaza, 15th Floor
New York, NY 10019
Attn: John Matthews

Telephone number: Email Address:

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

1. Amount of Claim as of Date Case Filed: \$ 565,870,087

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

- ☐ Check this box if all or part of your claim is based on a Derivative Contract.*
☒ Check this box if all or part of your claim is based on a Guarantee.*

***IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: See attached addendum to amended proof of claim.
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____
3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate _____ %
Amount of arrearage and other charges as of time case filed included in secured claim, if any:
\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 9/17/2010
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file the claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any.

John Matthews

Donald Weiss

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

PROOF OF CLAIM

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000067079



THIS SPACE IS FOR COURT USE ONLY

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim
Number: 22119
(If known)

Filed on: Sept. 21, 2009

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

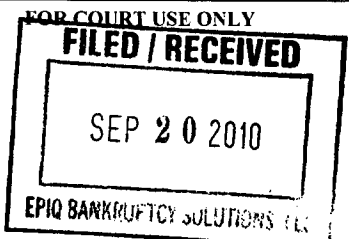
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

- ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

Amount entitled to priority:

\$ _____



September 17, 2009

**ADDENDUM TO AMENDED PROOF OF CLAIM
OF SWEDBANK AB, NEW YORK BRANCH**

Additional Addresses for Notice. Claimant's address is set forth on the first page of this amended proof of claim. Any notice relating to this proof of claim should be sent to the address set forth on the first page of this amended proof of claim with additional copies to be sent to the following address:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: William M. Goldman, Esq.

Basis of Claim. This proof of claim amends and supersedes Claim No. 22119 filed by Claimant on September 21, 2009 (the "Initial LBHI Proof of Claim").

Lehman Commercial Paper Inc. ("LCPI"), Lehman Brothers Inc. and Claimant are parties to a whole loan commercial mortgage Master Repurchase Agreement, dated as of December 3, 2002 (as amended, the "Repurchase Agreement"). As an inducement for Claimant entering the transaction, Lehman Brothers Holdings Inc. ("LBHI") absolutely and unconditionally guaranteed payment by LCPI of its obligations. On September 24, 2008, Claimant gave written notice to LCPI and certain other entities that an Event of Default existed under the Repurchase Agreement and exercised its right to accelerate the Repurchase Date under the Repurchase Agreement. As a result of LCPI's failure to repurchase the Purchased Securities (as defined in the Repurchase Agreement), Claimant has taken possession and control of the Purchased Securities in accordance with the express terms of the Repurchase Agreement. This guarantee claim results from the fact that LCPI has defaulted on its obligations and the Claimant now looks to LBHI to fulfill its obligations under the Guarantee.

On September 21, 2009, Claimant filed an unliquidated unsecured proof of claim against LCPI in connection with its claim under the Repurchase Agreement (the "Initial LCPI Proof of Claim"). The Initial LCPI Proof of Claim was assigned Claim No. 22118. An amendment to the Initial LCPI Proof of Claim (the "Amended LCPI Proof of Claim") is being filed concurrently with the filing of this amended proof of claim. The purpose of the amendment to the Initial LCPI Proof of Claim is to set forth the amount of the difference between the amount owed to Claimant under the Repurchase Agreement as of the LCPI Date Case Filed and the value of the Purchased Securities as of September 24, 2008, which is calculated as follows:

Deal No. 1003845:

Value Date/Purchase Date:	08 Sep 2008
Maturity Date/Repurchase Date:	22 Sep 2008
Commencement Proceeds/Purchase Price:	\$350,000,000.00
Repo Rate/Pricing Rate:	3.91750%
Amount owed as of 22 Sep 2008/Repurchase Price:	\$350,533,215.28

Interest from 22 Sep 2008 to 5 Oct 2008 (13 days @ 5%):	\$632,907.19
Total owed on Deal No. 1003845 as of October 5, 2008:	\$351,166,122.47

Deal No. 1003846

Value Date/Purchase Date:	08 Sep 2008
Maturity Date/Repurchase Date:	08 Oct 2008
Commencement Proceeds/Purchase Price:	\$1,000,000,000.00
Repo Rate/Pricing Rate:	3.98688%
Total owed as of 24 Sep 2008:	\$1,001,771,946.67
Interest from 24 Sep 2008 to 5 Oct 2008 (11 days @ 5%):	\$1,530,484.92
Total owed on Deal No. 1003846 as of 5 Oct 2008:	\$1,003,302,431.59

Summary

Amount Owed on Deal No. 1003845 as of 5 Oct 2008:	\$351,166,122.47
Amount Owed on Deal No. 1003846 as of 5 Oct 2008:	\$1,003,302,431.59
Total Amount Owed as of 5 Oct 2008:	\$1,354,468,554.06
Value of Purchased Securities as of September 24, 2008	\$788,598.467
Difference (unsecured claim)	\$565,870,087

The Initial LBHI Proof of Claim is being amended by this filing in order to conform the amount of Claimant's unsecured guarantee claim against LBHI to the amount set forth in the Amended LCPI Proof of claim.

Documentation. Numerous documents support this amended proof of claim including (a) the Guarantee of Lehman Brothers Holdings Inc.; (b) the Master Repurchase Agreement dated as of December 3, 2002, between Lehman Brothers Inc., LCPI and Claimant; (c) the Addendum to Master Repurchase Agreement, dated as of December 3, 2002; (d) the Amendment to Master Repurchase Agreement and Addendum to Master Repurchase Agreement, dated as of December 10, 2003; (e) Confirmations for Deal No. 1003845 and Deal No. 1003846, each dated September 4, 2008. (f) Tri-Party Custody Agreement, dated as of December 23, 2002; (g) Amended and Restated Commitment Letter, dated August 26, 2008; and (h) default letter dated August 24, 2008. The documents specifically listed in the preceding sentence have been filed in accordance with the procedure outlined in the Guarantee Questionnaire. Because of the number and size of other documents supporting this amended proof of claim, they are not being filed but will be provided upon proper request therefor.

Repurchase Agreement ¶¶ 11(h), 2(m)(i).

Reservation of Rights

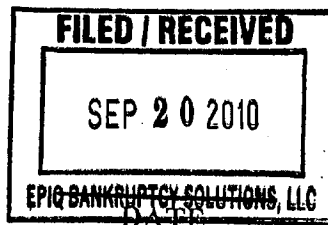
This amended proof of claim is filed solely in connection with Claimant's claim against LBHI pursuant to the Guarantee. Claimant hereby explicitly reserves the right to assert further, additional and amended claims against LBHI or any of the other Lehman debtors.

By executing and filing this proof of claim, Claimant is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

H
A
N
D

D
E
L
I
V
E
R
Y

MD
RECEIVED BY:



5:12PM
TIME

EXHIBIT B

Evidence of Transfer from Transferor to Transferee

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court")
Attn: Clerk

AND TO: Lehman Brothers Holdings Inc. ("Debtor")
Case No. 08-13555 (JMP) (Jointly Administered)

Proof of Claim Number 67079

DEUTSCHE BANK AG, LONDON BRANCH, its successors and assigns ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned unto:

Centerbridge Special Credit Partners, L.P.
Mike Epstein / Dan Boris
375 Park Avenue 13th Floor
New York, NY 10152
Phone number: 1-212-672-4499 / 1-212-672-4493
Fax number: 1-201-917-2116
E-mail address: bunkdebt@centerbridge.com

its successors and assigns ("Buyer"). Seller's right, title and interest in and to Proof of Claim Number 67079, solely to the extent of \$14,062,181.29 (the "Assigned Claim") out of the aggregate \$325,000,000.00 claim against Lehman Brothers Holdings Inc., in the Bankruptcy Court, or any other court with jurisdiction over the bankruptcy proceedings of the Debtor.

Seller hereby waives any objection to the transfer of the Assigned Claim to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Assigned Claim and recognizing the Buyer as the sole owner and holder of the Assigned Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Assigned Claim to Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Partial Transfer of Claim by its duly authorized representative dated March 11, 2011.

DEUTSCHE BANK AG, LONDON BRANCH

By: 

Name:
Title:

Ross Miller
Director

By: 

Name:
Title:

Michael Simon
For Acting Director

Centerbridge Special Credit Partners, L.P.

By: _____

Name:
Title:

EVIDENCE OF PARTIAL TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court")
Attn: Clerk

AND TO: Lehman Brothers Holdings Inc. ("Debtor")
Case No. 08-13555 (JMP) (Jointly Administered)

Proof of Claim Number 67079

DEUTSCHE BANK AG, LONDON BRANCH, its successors and assigns ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned unto:

Centerbridge Special Credit Partners, L.P.
Mike Epstein / Dan Boris
375 Park Avenue 13th Floor
New York, NY 10152
Phone number: 1-212-672-4499 / 1-212-672-4493
Fax number: 1-201-917-2116
E-mail address: bankdebt@centerbridge.com

its successors and assigns ("Buyer"), Seller's right, title and interest in and to Proof of Claim Number 67079, solely to the extent of \$14,062,181.29 (the "Assigned Claim") out of the aggregate \$325,000,000.00 claim against Lehman Brothers Holdings Inc., in the Bankruptcy Court, or any other court with jurisdiction over the bankruptcy proceedings of the Debtor.

Seller hereby waives any objection to the transfer of the Assigned Claim to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Assigned Claim and recognizing the Buyer as the sole owner and holder of the Assigned Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Assigned Claim to Buyer.

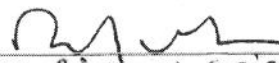
IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Partial Transfer of Claim by its duly authorized representative dated March 11, 2011.

DEUTSCHE BANK AG, LONDON BRANCH

By: _____
Name:
Title:

By: _____
Name:
Title:

Centerbridge Special Credit Partners, L.P.

By: 
Name: Richard Grissinger
Title: Authorized signatory